

NOTE: CHANGES MADE BY THE COURT

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JOHN ADAMSON, MICHAL CLARK,
JOHN LLEWELYN, ANDREA
STANLEY and JACKIE WARNCKE
On Behalf of Themselves and All
Others Similarly Situated,

Plaintiffs,

vs.

ADT LLC, d/b/a/ ADT Security
Services,

Defendant.

CV12-10558DMG (PLA)

**[PROPOSED] PROTECTIVE
ORDER GOVERNING THE
PRODUCTION AND EXCHANGE
OF CONFIDENTIAL AND HIGHLY
CONFIDENTIAL INFORMATION**

Courtroom 7
Judge: Hon. Dolly M. Gee

1 THE COURT, having considered the parties' JOINT STIPULATION FOR
2 ENTRY OF PROTECTIVE ORDER, and GOOD CAUSE appearing therefor;
3 HEREBY ORDERS THAT:

4 1. PURPOSES AND LIMITATIONS

5 Disclosure and discovery activity in this action are likely to involve
6 production of confidential, proprietary, or private information for which special
7 protection from public disclosure and from use for any purpose other than
8 prosecuting this litigation may be warranted. This Protective Order is being entered
9 to facilitate the production, exchange and discovery of materials that contain such
10 information. This Order does not confer blanket protections on all disclosures or
11 responses to discovery, and the protection it affords from public disclosure and use
12 extends only to the limited information or items that are entitled to confidential
13 treatment under the applicable legal principles. The parties further acknowledge, as
14 set forth in Section 13.3, below, that this Stipulated Protective Order does not entitle
15 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
16 procedures that must be followed and the standards that will be applied when a party
17 seeks permission from the court to file material under seal.

18 2. GOOD CAUSE STATEMENT

19 Good cause exists for the entry of this protective order because of the harm
20 and prejudice that will likely result to the parties from the exchange of the
21 information described herein absent this order. This litigation is likely to involve
22 the exchange of trade secrets, sensitive commercial information, and other
23 confidential information described in Section 3.2 and throughout this order.
24 Defendant has represented that disclosure of such information absent this order is
25 likely to cause competitive, financial, and other harm to Defendant. Additionally,
26 this litigation is likely to involve the exchange of sensitive financial, personal, and
27 home security information regarding Defendant's customers, described in Section
28 3.2 and throughout this order. The parties have represented that disclosure of such

1 information absent this order is likely to cause harm to the privacy and security of
2 Plaintiffs, absent class members, and other of Defendant's customers.

3 3. DEFINITIONS

4 3.1 Challenging Party: a Party or Non-Party that challenges the designation
5 of information or items under this Order.

6 3.2 "CONFIDENTIAL" Information or Items: information (regardless of
7 how it is generated, stored or maintained) or tangible things that qualify for
8 protection under Federal Rule of Civil Procedure 26(c), including but not limited to,
9 where appropriate, financial data and summaries; customer data and lists; market
10 surveys; business memoranda, plans, spreadsheets, agreements, and
11 communications; consultants' memoranda, plans, spreadsheets, agreements, and
12 communications; and correspondence, agreements, invoices and related documents
13 bearing information about individual customers. It shall include such material that
14 incorporates trade secrets under California Civil Code § 3426.1.

15 3.3 Counsel (without qualifier): Outside Counsel of Record and House
16 Counsel (as well as their support staff).

17 3.4 Designating Party: a Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL".

20 3.5 Disclosure or Discovery Material: all items or information, regardless
21 of the medium or manner in which it is generated, stored, or maintained (including,
22 among other things, testimony, transcripts, and tangible things), that are produced or
23 generated in disclosures or responses to discovery in this matter.

24 3.6 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
26 as an expert witness or as a consultant in this action, (2) is not a past or current
27 employee of an opposing Party, (3) at the time of retention, is not anticipated to
28 become an employee of an opposing Party, and (4) is not an employee of, or a

1 contractor or consultant for, any company that is currently providing or regularly
2 within the past 12 months has provided (i) investors and/or prospective investors in
3 an opposing Party or an opposing Party's competitor with research, market, or
4 valuation opinions on an opposing Party or an opposing Party's competitor and/or
5 (ii) investor relations services to or for the home security services industry. As with
6 the other provisions of this order, any Party may seek to modify this definition
7 during the course of the litigation, as contemplated in Section 13.1 of this order.

8 3.7 "HIGHLY CONFIDENTIAL" Information or Items: extremely
9 sensitive "Confidential Information or Items," disclosure of which to another Party
10 or Non-Party would create a substantial risk of serious harm to a Party's business,
11 competitive, financial, privacy, or safety interests that could not be avoided by less
12 restrictive means. It shall include but not be limited to the forms of information
13 listed in Section 3.2.

14 3.8 House Counsel: attorneys who are employees of a party to this action.
15 House Counsel does not include Outside Counsel of Record or any other outside
16 counsel.

17 3.9 Non-Party: any natural person, partnership, corporation, association, or
18 other legal entity not named as a Party to this action.

19 3.10 Outside Counsel of Record: attorneys who are not employees of a party
20 to this action but are retained to represent or advise a party to this action and have
21 appeared in this action on behalf of that party or are affiliated with a law firm which
22 has appeared on behalf of that party.

23 3.11 Party: any party to this action, including all of its officers, directors,
24 employees, consultants, retained experts, and Outside Counsel of Record (and their
25 support staffs).

26 3.12 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this action.
28

1 3.13 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 3.14 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL.”

7 3.15 Receiving Party: a Party that receives Disclosure or Discovery Material
8 from a Producing Party.

9 4. SCOPE

10 The protections conferred by this Stipulation and Order cover not only
11 Protected Material (as defined above), but also (1) any information copied or
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or
13 compilations of Protected Material; and (3) any testimony, conversations, or
14 presentations by Parties or their Counsel that might reveal Protected Material.
15 However, the protections conferred by this Stipulation and Order do not cover the
16 following information: (a) any information that is in the public domain at the time of
17 disclosure to a Receiving Party or becomes part of the public domain after its
18 disclosure to a Receiving Party as a result of publication not involving a violation of
19 this Order, including becoming part of the public record through trial or otherwise;
20 and (b) any information known to the Receiving Party prior to the disclosure or
21 obtained by the Receiving Party after the disclosure from a source who obtained the
22 information lawfully and under no obligation of confidentiality to the Designating
23 Party. Any use of Protected Material at trial shall be governed by a separate
24 agreement or order.

25 5. DURATION

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
2 or without prejudice; and (2) final judgment herein after the completion and
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
4 including the time limits for filing any motions or applications for extension of time
5 pursuant to applicable law.

6 6. DESIGNATING PROTECTED MATERIAL

7 6.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under
9 this Order must take care to limit any such designation to specific material that
10 qualifies under the appropriate standards. To the extent it is practical to do so, the
11 Designating Party must designate for protection only those parts of material,
12 documents, items, or oral or written communications that qualify – so that other
13 portions of the material, documents, items, or communications for which protection
14 is not warranted are not swept unjustifiably within the ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations
16 that are shown to be clearly unjustified or that have been made for an improper
17 purpose (e.g., to unnecessarily encumber or retard the case development process or
18 to impose unnecessary expenses and burdens on other parties) expose the
19 Designating Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that it
21 designated for protection do not qualify for protection at all or do not qualify for the
22 level of protection initially asserted, that Designating Party must promptly notify all
23 other parties that it is withdrawing the mistaken designation.

24 6.2 Manner and Timing of Designations. Except as otherwise provided in
25 this Order (see, e.g., second paragraph of Section 6.2(a) below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
27 under this Order must be clearly so designated before the material is disclosed or
28 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
5 “HIGHLY CONFIDENTIAL” to each page that contains protected material. If only
6 a portion or portions of the material on a page qualifies for protection, the Producing
7 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
8 markings in the margins) and must specify, for each portion, the level of protection
9 being asserted.

10 A Party or Non-Party that makes original documents or materials available for
11 inspection need not designate them for protection until after the inspecting Party has
12 indicated which material it would like copied and produced. During the inspection
13 and before the designation, all of the material made available for inspection shall be
14 deemed “HIGHLY CONFIDENTIAL.” After the inspecting Party has identified the
15 documents it wants copied and produced, the Producing Party must determine which
16 documents, or portions thereof, qualify for protection under this Order. Then,
17 before producing the specified documents, the Producing Party must affix the
18 appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” to each
19 page that contains Protected Material. If only a portion or portions of the material
20 on a page qualifies for protection, the Producing Party also must clearly identify the
21 protected portion(s) (e.g., by making appropriate markings in the margins) and must
22 specify, for each portion, the level of protection being asserted.

23 (b) for testimony given in deposition or in other pretrial or trial
24 proceedings, that the Designating Party identify on the record, before the close of
25 the deposition, hearing, or other proceeding, all protected testimony and specify the
26 level of protection being asserted. When it is impractical to identify separately each
27 portion of testimony that is entitled to protection and it appears that substantial
28 portions of the testimony may qualify for protection, the Designating Party may

1 invoke on the record (before the deposition, hearing, or other proceeding is
2 concluded) a right to have up to 21 days to identify the specific portions of the
3 testimony as to which protection is sought and to specify the level of protection
4 being asserted. Only those portions of the testimony that are appropriately
5 designated for protection within the 21 days shall be covered by the provisions of
6 this Stipulated Protective Order. Alternatively, a Designating Party may specify, at
7 the deposition or up to 21 days afterwards if that period is properly invoked, that the
8 entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY
9 CONFIDENTIAL.”

10 Parties shall give the other parties notice if they reasonably expect a
11 deposition, hearing or other proceeding to include Protected Material so that the
12 other parties can ensure that only authorized individuals who have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
14 proceedings. The use of a document as an exhibit at a deposition shall not in any
15 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

16 Transcripts containing Protected Material shall have an obvious legend on the
17 title page that the transcript contains Protected Material, and the title page shall be
18 followed by a list of all pages (including line numbers as appropriate) that have been
19 designated as Protected Material and the level of protection being asserted by the
20 Designating Party. The Designating Party shall inform the court reporter of these
21 requirements. Any transcript that is prepared before the expiration of a 21-day
22 period for designation shall be treated during that period as if it had been designated
23 “HIGHLY CONFIDENTIAL” in its entirety unless otherwise agreed. After the
24 expiration of that period, the transcript shall be treated only as actually designated.

25 (c) for information produced in some form other than documentary and
26 for any other tangible items, that the Producing Party affix in a prominent place on
27 the exterior of the container or containers in which the information or item is stored
28 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”. If only a portion

1 or portions of the information or item warrant protection, the Producing Party, to the
2 extent practicable, shall identify the protected portion(s) and specify the level of
3 protection being asserted.

4 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
5 failure to designate qualified information or items does not, standing alone, waive
6 the Designating Party's right to secure protection under this Order for such material.
7 Upon timely correction of a designation, the Receiving Party must make reasonable
8 efforts to assure that the material is treated in accordance with the provisions of this
9 Order.

10 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time **within the District Judge's discovery**
13 **period**. Unless a prompt challenge to a Designating Party's confidentiality
14 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
15 economic burdens, or a significant disruption or delay of the litigation, a Party does
16 not waive its right to challenge a confidentiality designation by electing not to
17 mount a challenge promptly after the original designation is disclosed.

18 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
19 resolution process by providing written notice of each designation it is challenging
20 and describing the basis for each challenge. To avoid ambiguity as to whether a
21 challenge has been made, the written notice must recite that the challenge to
22 confidentiality is being made in accordance with this specific paragraph of the
23 Protective Order and must comply with the requirements of Civil Local Rule 37.
24 The parties shall attempt to resolve each challenge in good faith and must begin the
25 process by conferring in accordance with Civil Local Rule 37. In conferring, the
26 Challenging Party must explain the basis for its belief that the confidentiality
27 designation was not proper and must give the Designating Party an opportunity to
28 review the designated material, to reconsider the circumstances, and, if no change in

1 designation is offered, to explain the basis for the chosen designation. A
2 Challenging Party may proceed to the next stage of the challenge process only if it
3 has engaged in this meet and confer process first or establishes that the Designating
4 Party is unwilling to participate in the meet and confer process in a timely manner.

5 7.3 Judicial Intervention. If the Parties cannot resolve a challenge without
6 court intervention, the Parties shall prepare and file (in compliance with Civil Local
7 Rule 79-5, if applicable) a joint stipulation as required by Civil Local Rule 37. In
8 accordance with Civil Local Rule 37, the Challenging Party shall deliver its portion
9 of the stipulation and supporting documents to the Designating Party following the
10 conference of counsel and, unless otherwise agreed between the Parties, within
11 seven days of the Parties agreeing that the meet and confer process will not resolve
12 their dispute. In accordance with Civil Local Rule 37, unless otherwise agreed, the
13 Designating Party shall deliver its portion of the stipulation and supporting papers to
14 the Challenging Party within seven days of receipt of the Challenging Party's
15 materials. The Challenging Party may initiate the process of challenging
16 confidentiality designations at any time if there is good cause for doing so, including
17 a challenge to the designation of a deposition transcript or any portions thereof.

18 The burden of persuasion in any such challenge proceeding shall be on the
19 Designating Party. Frivolous challenges and those made for an improper purpose
20 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
21 expose the Challenging Party to sanctions.

22 Unless the Designating Party has agreed to waive the confidentiality
23 designation in writing, all parties shall continue to afford the material in question the
24 level of protection to which it is entitled under the Producing Party's designation
25 until the court rules on the challenge.

26 8. ACCESS TO AND USE OF PROTECTED MATERIAL

27 8.1 Basic Principles. A Receiving Party may use Protected Material that is
28 disclosed or produced by another Party or by a Non-Party in connection with this

1 case only for prosecuting, defending, or attempting to settle this litigation. Such
2 Protected Material may be disclosed only to the categories of persons and under the
3 conditions described in this Order. When the litigation has been terminated, a
4 Receiving Party must comply with the provisions of Section 14 below (FINAL
5 DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving Party at a
7 location and in a secure manner that ensures that access is limited to the persons
8 authorized under this Order.

9 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
10 otherwise ordered by the court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated
12 “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as
14 well as employees of said Outside Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this litigation and who have signed the
16 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
17 A;

18 (b) the plaintiffs and proposed class representatives in this action and
19 the current and former officers, directors, and employees (including House Counsel)
20 of the Receiving Party to whom disclosure is reasonably necessary for this litigation
21 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
22 A);

23 (c) Experts (as defined in this Order) of the Receiving Party to whom
24 disclosure is reasonably necessary for this litigation and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (d) the court and its personnel;

27 (e) court reporters and their staff, professional jury or trial consultants,
28 and Professional Vendors to whom disclosure is reasonably necessary for this

1 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
2 (Exhibit A);

3 (f) during their depositions, witnesses in the action to whom disclosure
4 is reasonably necessary and who have signed the “Acknowledgment and Agreement
5 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
6 ordered by the court. Pages of transcribed deposition testimony or exhibits to
7 depositions that reveal Protected Material must be separately bound by the court
8 reporter and may not be disclosed to anyone except as permitted under this
9 Stipulated Protective Order; and

10 (g) the author or recipient of a document containing the information or
11 a custodian or other person who otherwise possessed or knew the information.

12 8.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.

13 Unless otherwise ordered by the court or permitted in writing by the Designating
14 Party, a Receiving Party may disclose any information or item designated
15 “HIGHLY CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Counsel, as well as employees or support staff
17 of Counsel to whom it is reasonably necessary to disclose the information for this
18 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
19 that is attached hereto as Exhibit A;

20 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
21 necessary for this litigation, and (2) who have signed the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A);

23 (c) the court and its personnel;

24 (d) court reporters and their staff, professional jury or trial consultants,
25 and Professional Vendors to whom disclosure is reasonably necessary for this
26 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
27 (Exhibit A); and
28

1 (e) the author or recipient of a document containing the information or
2 a custodian or other person who otherwise possessed or knew the information.

3 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
4 PRODUCED IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation
6 that compels disclosure of any information or items designated in this action as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification
9 shall include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or
11 order to issue in the other litigation that some or all of the material covered by the
12 subpoena or order is subject to this Protective Order. Such notification shall include
13 a copy of this Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be
15 pursued by the Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served with
17 the subpoena or court order shall not produce any information designated in this
18 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a
19 determination by the court from which the subpoena or order issued, unless the
20 Party has obtained the Designating Party’s permission. The Designating Party shall
21 bear the burden and expense of seeking protection in that court of its confidential
22 material – and nothing in these provisions should be construed as authorizing or
23 encouraging a Receiving Party in this action to disobey a lawful directive from
24 another court.

25 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a
28 Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY

1 CONFIDENTIAL”. Such information produced by Non-Parties in connection with
2 this litigation is protected by the remedies and relief provided by this Order.

3 Nothing in these provisions should be construed as prohibiting a Non-Party from
4 seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery request, to
6 produce a Non-Party’s confidential information in its possession, and the Party is
7 subject to an agreement with the Non-Party not to produce the Non-Party’s
8 confidential information, then the Party shall:

9 (1) promptly notify in writing the Requesting Party and the Non-
10 Party that some or all of the information requested is subject to a confidentiality
11 agreement with a Non-Party;

12 (2) promptly provide the Non-Party with a copy of the Stipulated
13 Protective Order in this litigation, the relevant discovery request(s), and a
14 reasonably specific description of the information requested; and

15 (3) make the information requested available for inspection by the
16 Non-Party.

17 (c) If the Non-Party fails to object or seek a protective order from this
18 court within 14 days of receiving the notice and accompanying information, the
19 Receiving Party may produce the Non-Party’s confidential information responsive
20 to the discovery request. If the Non-Party timely seeks a protective order, the
21 Receiving Party shall not produce any information in its possession or control that is
22 subject to the confidentiality agreement with the Non-Party before a determination
23 by the court. Absent a court order to the contrary, the Non-Party shall bear the
24 burden and expense of seeking protection in this court of its Protected Material.

25 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 If a Receiving Party learns that, by inadvertence or otherwise, it has
27 disclosed Protected Material to any person or in any circumstance not authorized
28 under this Stipulated Protective Order, the Receiving Party must immediately (a)

1 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
2 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
3 the person or persons to whom unauthorized disclosures were made of all the terms
4 of this Order, and (d) request such person or persons to execute the
5 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
6 A.

7 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
8 **PROTECTED MATERIAL**

9 If information is produced in discovery that is subject to a claim of privilege
10 or of protection as trial-preparation material, the party making the claim may notify
11 any party that received the information of the claim and the basis for it. After being
12 notified, a party must promptly return or destroy the specified information and any
13 copies it has and may not sequester, use or disclose the information until the claim is
14 resolved. This includes a restriction against presenting the information to the court
15 for a determination of the claim. This provision is not intended to modify whatever
16 procedure may be established in an e-discovery order that provides for production
17 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
18 (e), insofar as the parties reach an agreement on the effect of disclosure of a
19 communication or information covered by the attorney-client privilege or work
20 product protection, the parties may incorporate their agreement in a stipulated order
21 submitted to the court.

22 **13. MISCELLANEOUS**

23 **13.1 Right to Further Relief.** Nothing in this Order abridges the right of any
24 person to seek its modification by the court in the future.

25 **13.2 Right to Assert Other Objections.** By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in this
28 Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.
 2 Finally, by stipulating to the entry of this Protective Order, no Party waives any
 3 right to challenge the designation, level of designation, and/or basis for designation
 4 of any particular Disclosure or Discovery Material as Protected Material.

5 13.3 Filing Protected Material. Without written permission from the
 6 Designating Party or a court order secured after appropriate notice to all interested
 7 persons, a Party may not file in the public record in this action any Protected
 8 Material without either (a) redacting all Protected Material before filing or (b) filing
 9 the Protected Material under seal. A Party that seeks to file under seal any Protected
 10 Material must comply with the Federal Rules of Civil Procedure and Civil Local
 11 Rule 79-5. In accordance with Local Rule 79-5, if any papers to be filed with the
 12 Court contain protected information, the proposed filing shall be accompanied by an
 13 application to file the papers or the portion thereof containing the protected
 14 information (if such portion is segregable) under seal; and that application shall be
 15 directed to the judge to whom the papers are directed **and must show good cause**.
 16 For motions, the Parties shall also file a redacted version of the motion and
 17 supporting papers.

18 13.4 Agreement to be Bound. The Parties agree to be bound by the terms of
 19 this Protective Order pending the entry by the Court of this Protective Order.

20 13.5 Exhibit A: Executed copies of Exhibit A to this Protective Order shall
 21 be retained by the Receiving Party throughout this action and for 60 days after final
 22 disposition of this action, as defined in Section 5. Executed copies of Exhibit A
 23 need not be disclosed to the Producing Party except by order of this Court or
 24 agreement of the Parties.

25 14. FINAL DISPOSITION

26 Within 60 days after the final disposition of this action, as defined in
 27 Section 5, each Receiving Party must return all Protected Material to the Producing
 28 Party or destroy such material. As used in this subdivision, “all Protected Material”

1 includes all copies, abstracts, compilations, summaries, and any other format
2 reproducing or capturing any of the Protected Material. Whether the Protected
3 Material is returned or destroyed, the Receiving Party must submit a written
4 certification to the Producing Party (and, if not the same person or entity, to the
5 Designating Party) by the 60-day deadline that (1) identifies (by category, where
6 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
7 that the Receiving Party has not retained any copies, abstracts, compilations,
8 summaries or any other format reproducing or capturing any of the Protected
9 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
10 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
11 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
12 work product, and consultant and expert work product, even if such materials
13 contain Protected Material. Any such archival copies that contain or constitute
14 Protected Material remain subject to this Protective Order as set forth in Section 5
15 (DURATION).

16
17 DATED: November 18, 2013



18 Hon. Paul L. Abrams
19 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on _____ in the case of Emily Hogan et al v. ADT LLC, 2:12-cv-10558-
DMG-PLA. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

1 [printed name]
2

3 Signature: _____
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5 [signature]
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